JD(NY)–3-16
Dayton, OH

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE

DATA MONITOR SYSTEMS, INC.

and **Case No. 9–CA–145040**

TEAMSTERS LOCAL UNION NO. 957, GENERAL TRUCK DRIVERS, WAREHOUSEMEN, HELPERS, SALES AND SERVICE AND CASINO EMPLOYEES

Julius Emetu, Esq. and *Eric Brinker, Esq.,* Counsel for the General Counsel.
John Doll, Esq., Doll Jansen & Ford, Counsel for the Charging Party.
Robert Norman, Esq., Cheek & Falcone, PLLC, Counsel for the Respondent.

DECISION

STATEMENT OF THE CASE

Joel P. Biblowitz, Administrative Law Judge: This case was heard by me on December 2 and 3, 2015 in Cincinnati, Ohio. The Complaint, which issued on August 26, 2015, and was based upon an unfair labor practice charge filed on January 23, 2015 by Teamsters Local Union No. 957, General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees, herein called the Union, alleges that Data Monitor Systems, Inc., herein called the Respondent, was awarded a contract by the Department of the Air Force effective September 1, 2014[1] to provide supply and transportation services at Wright Patterson Air Force Base, herein called the Base, replacing WSI All Star, LLC, herein WSI, which had a contract with the Union, the exclusive collective bargaining representative of the unit employees. It is alleged that since that date, the Respondent has continued as the employing entity and is a successor, and/or a perfectly clear successor to WSI and that on about August 13, the Respondent failed to utilize seniority when laying off unit employees, and in assigning hours of work to the unit employees, without prior notice to the Union, resulting in the Respondent laying off eleven named employees and assigning seven named employees to part-time positions, in violation of Section 8(a)(1)(5) of the Act. It is further alleged that the Respondent failed to provide the Union with relevant and necessary information that it requested on about September 15, also in violation of Section 8(a)(1)(5) of the Act.

I. JURISDICTION AND LABOR ORGANIZATION STATUS

Respondent admits, and I find, that it has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and that the Union has been a labor organization within the meaning of Section 2(5) of the Act.

II. THE FACTS

Pursuant to its contract with the Air Force, WSI provided supply and transportation services for the Air Force at the Base until about September 1. WSI had four identical collective

[1] Unless indicated otherwise, all dates referred to herein relate to the year 2014.

bargaining agreements with the Union covering its maintenance employees, its transportation department employees, its supply department employees and its personal property employees. These agreements were effective for the period October 1, 2013 through September 30, 2014.

John Sook, the Senior Vice president of the Respondent, is involved in the bidding process for new contracts as well as the startup of contracts that the Respondent is successful in obtaining. The Respondent put in a bid for the contract to perform the work that WSI had been performing at the Base and was awarded the contract on about July 18 to be effective August 1; the transition period for the Respondent to become familiar with the Base operation and to interview and hire employees was August 1 through August 31. The Respondent contacted the WSI project manager and asked him to distribute employment applications and to set up an initial schedule for employment interviews with the incumbent employees for the Respondent. He testified: "That's a common courtesy that's done throughout the industry."

In late July or early August, the employees were told by their project managers that WSI had lost the contract at the Base, that the Respondent would be taking over the contract effective September 1, and those interested in working for the Respondent could obtain employment applications from his secretary. They were also told that the Respondent would be conducting employment interviews in the area on August 6, 7 or 8, and that they should sign up for a specific time and to complete their employment applications by that time.

The interviews were conducted individually by Sook, James Gustafson, President and owner of the Respondent, and Harvey Watson, Vice President of Operations, at a hotel near the Base on August 7. Roxanne James, who was number two in seniority in her department, was interviewed by Sook; he asked her about her work and her family and whether she had any questions for him, and she said that she didn't. They shook hands and he said that the company would be sending letters out in a few days. Dorothy Washington was interviewed by Gustafson on August 7; he asked her about her job qualifications and what she did during her leisure time. She asked him if the Respondent would be hiring by seniority and she testified that he said that he didn't know at that time, but that they would be looking at qualifications. Debra Nichols was interviewed by Gustafson on August 7; he asked her about her experience and she told him about the work that she performed. At the conclusion of the interview, he told her that she would be receiving a letter stating whether they would be hiring her.

Michael Hardin was interviewed on August 8 by Gustafson, who asked him about his work experience as well as some other questions. He also asked Hardin if he had any questions for him, and at the conclusion of the interview, Gustafson told him, "We'll be sending out notification letters to inform you whether or not you've got a job." James Williams was interviewed by Sook; he explained his qualifications and that he had been employed at the facility since 2004. Sook told him that he would be receiving a letter from the company in the mail. James Beaver was interviewed by Sook, who asked about his background and what work he performed at the Base. Beaver told him of his background and work experience. At the conclusion of the interview, Sook told him that he would receive notification from the company by mail. Thomas Franjesevic was interviewed on August 6 by Watson, who asked him to tell him something about himself and Franjesevic told him about the work that he had performed for WSI and that he was good at what he did. Watson asked if he had any questions for him and he said that he didn't. The interview lasted about ten minutes, they shook hands and he left. Other than Washington, none of the applicants were told that there would be any change in the terms and conditions of employment or whether seniority would be used in selecting employees for employment. On about August 13, each of these applicants received a letter from the Respondent saying that they would not be offered employment at that time.

Sook testified that interviews were scheduled for the evening of August 6 through the morning of August 8 for the WSI employees who were interested in continuing their employment at the facility with the Respondent. Based upon their bid, the Respondent knew that they would require fewer employees than were employed by WSI and, therefore, they would not be hiring all of the WSI employees. For each of the employees interviewed, he, Gustafson, and Watson employed general interview questions that was generated by the company and scribbled notes on the applicant's response. At the conclusion of each interview:

> We told them that we're taking all the interviews today, nobody is being hired today. What we're doing is we're going to try to make an assessment of the personnel that are available for inteviews relative to the positions in the organization, that we would be back in touch with them as soon as possible to know whether or not we were going to be able to offer them employment . . .

At the conclusion of the interviews, Gustafson told Sook and Watson that one applicant, Washington, asked him if seniority would be employed in the hiring process and he told her that seniority was not being used because they were going to be employing fewer people than the incumbent workforce. Gustafson testified that the company's HR Department gave them a list of ten questions to ask the applicants, and he followed that pattern. He specifically remembered interviewing Washington because she repeatedly asked him if they were going to hire by seniority, and he responded, "No, we are going to hire based on qualifications, who we felt the best were because we don't have to hire by seniority. We don't have jobs for everybody at that site." He told all those that he interviewed that they were going to offer employment to the best people they can find. While the Respondent interviewed all WSI employees who were interested in working for the Respondent, it initially offered employment to sixty of approximately ninety WSI employees.[2]

On July 23, Donald Minton, business agent for the Union, received notification from the Air Force that the Respondent had been awarded the contract to service the Base. On July 24, he called Watson and told him that he had learned that they had obtained the contract and asked him for dates for negotiations, but Watson replied that he wasn't willing to set up dates yet because they had not received anything in writing from the Air Force. Minton then wrote to Watson requesting that he contact him to set a date prior to the takeover date for them to negotiate a contract for the employees at the base. Watson did not reply to this letter. Minton first met Gustafson, Sook and Watson at the Union hall in Dayton on August 8. He told them that he would like to schedule dates for the parties to meet and bargain about a contract and Gustafson told him that they service other Air Force bases and that they have contracts with Teamster unions in New Mexico and Oklahoma. He also told Minton that they were not going to hire the same number of people that were presently employed by WSI and Minton told him that WSI had recently rehired twelve "junior people" who were laid off by seniority about six months earlier. Minton testified that there was no discussion of whether the Respondent was going to hire employees by seniority or any discussion of the employee interviews that the Respondent had conducted on the prior days.

Sook testified that at this meeting, they told Minton that they had been interviewing employees and they recognized the need to bargain with the Union for a new contract. Minton asked if they had completed interviewing employees and they said that they had. Minton then asked if seniority was going to be used in determining who would be hired and they said, "that

[2] The WSI seniority list contains the names of ninety employees in the four departments and there were sixty employment offer letters sent out as well as ten non-employment letters.

they were going to hire the best qualified candidates, that we were hiring less than the total incumbent workforce." When asked again what the response was to Minton's question, Sook testified, "His answer was no, we are not using seniority as a basis because we're hiring less than the full workforce out there." Gustafson testified that after they had completed the interviews, they met with Minton in his office on August 8. After the introductions, Gustafson told him that some people had called him asking about seniority, and Minton asked whether Dorothy Washington was one of those people. Minton then asked if the company was going to hire by seniority and Gustafson said no, that they were going to hire the best applicants that they could find because they didn't have jobs for everybody, and that their bid was for fewer people than had been employed by WSI. They discussed dates to meet to negotiate a new contract, and left. On August 12 and August 13, Minton sent emails to Gustafson asking for copies of the employment or non-employment letters that were sent to the applicants; he testified that he "eventually" received this information. Beginning shortly after August 13, when the Respondent's letters of employment and non-employment are dated, Minton received telephone calls from some of the applicants saying that they had received a letter from the Respondent saying that they were not being hired. As some of these applicants were high on the WSI seniority list, he called Gustafson and told him that he can't violate seniority in hiring, and Gustafson told him that he could hire whomever he chooses.

On August 19, Minton sent Gustafson an email stating: "Please sign extension agreement, date and return to me by email:"

> Dear James:
>
> 1. The parties will adhere to all the terms and conditions of the current Collective Bargaining Agreement and agree to an extension period of six (6) months ending March 31, 2015: and
>
> 2. The Employer will retro any wages and benefits back to the expiration date of the current Collective Bargaining Agreement; and
>
> 3. The Company will continue to negotiate in good faith during this period of an extension.

Minton signed the agreement and there was a line for Gustafson to sign as well. On August 21, Gustafson emailed Minton telling him that his attorney was reviewing the extension agreement. Later that day, Minton emailed Gustafson saying, "I thought you told me if I took out number 2 on first extension you would be ok to sign it and send back to me. Please advise." Gustafson responded two hours later: "I sent it over to the attorney as he wanted to see it. I'm still waiting on his response." The Extension Agreement, as signed by Minton and Gustafson on August 29, states:

> 1. Effective as of the date of the last signature below, the parties will adhere to all the terms and conditions of the current Wright Patterson Air Force Base Collective Bargaining Agreements between WSI All Star LLC and Teamsters Local Union No. 957, and agree to an extension period of six (6) months ending March 31, 2015;
>
> 2. Nothing in this letter shall be construed to retroactively bind Data Monitor System, Inc. to the terms and conditions of the current Collective Bargaining Agreements; and
>
> 3. The parties shall continue to negotiate in good faith during this period of an extension.

Gustafson testified about why he did not sign the extension agreement that Minton sent him on August 19:

> Because I know that once I sign that, that I have to follow the terms and conditions of that contract, and I know that before that happens, I have the right to choose who I'm going to hire because I'm not going to hire all the employees. I don't have to follow seniority, so I wait until I get that all settled and done before I sign that.

He testified that he does not recall whether he and Minton had any discussions about the terms of the extension agreement. Prior to signing the extension agreement on August 29, all of the interviews had taken place and the employment letters had gone out. The parties entered into collective bargaining agreements effective from December 22, 2014 through August 31, 2018 covering the unit employees.

There is a disagreement among the parties regarding Executive Order 13495 and Department of Labor regulations as to the obligations of a successor employer in selecting employees. Whether or not the Respondent violated this Executive Order, or the DOL regulations, is not for me or the Board to decide. If the Union feels that the Order or the regulations have been violated, it should refer the matter to the DOL.

The Complaint also alleges that the Respondent refused to provide the Union with the information that it requested on about September 15, which was necessary for, and relevant to, the Union as the collective bargaining representative of the Respondent's employees, in violation of Section 8(a)(1)(5) of the Act. Minton testified that after he was informed by employees who were high on the seniority lists that they had not been offered employment by the Respondent and that others with less seniority had been offered employment, he called the Respondent and spoke to Frank Anderson, Respondent's project manager at the Base and told him that the Respondent should have laid off the least senior employees and Anderson replied that the Respondent had the right to hire anybody that it wanted. Minton had all those who had not been offered employment out of seniority (Franjesevic, Williams, Hardin, Beaver, Beryl McNabb, Nichols, James, Washington, Wendy Ligas, and Alex Yones) file grievances alleging that this refusal to offer them employment violated the contract because it was not done pursuant to their seniority. In its response to these grievances, the Respondent stated that at the time that it made its hiring decisions, it was not bound by the seniority provisions of the WSI contract with the Union, and that as the grievants are not employed by the Respondent, they have no legal standing or contractual right to bring the grievances against the Respondent. By letter to Anderson dated September 15, Minton wrote:

> In order to evaluate the merits of these grievances Local 957 requests the following be produced by the Company:
>
> 1. A copy of the Scope of Work document used by the Company to submit its bid;
>
> 2. A copy of the Company's proposal to the Government to perform the work covered by the Scope of Work document;
>
> 3. A copy of all information, if any, provided to the Company by the prior employer that relates in any way to the job performance of the bargaining unit employees of the prior employer, personnel files of the bargaining unit employees of the prior employer and any other information or documents, including electronic documents, received by the Company from the prior employer that relates in any way to the bargaining unit employees of the prior employer.

> 4. All correspondence, including electronic correspondence between any representative and/or employee of the Company and any representative, employee and/or former employee of the prior employer that relates in any way to the bargaining unit employees of the prior employer.
>
> 5. All correspondence between and /or among representatives and/or employees of the Company that in any way relate to the bargaining unit employees of the prior employer and/or relate to the employment decision made by the Company of bargaining unit employees of the prior employer.

Minton testified that this information was relevant to the Union in processing these grievances on behalf of these employees. Gustafson responded to this request by letter dated October 15, stating, inter alia:

> DMS made and implemented a decision not to hire these applicants prior to the time DMS agreed to be bound by the terms of the CBA. The request for information therefore relates to persons who are not and never have been bargaining unit employees of DMS. Such a request for information is not presumptively relevant.

Additionally, Gustafson alleged that Items 1 and 2 were confidential matters concerning its bid to the Federal Government.

III. ANALYSIS

It is initially alleged that the Respondent failed to utilize seniority when laying off unit employees and when assigning hours of work to unit employees, in violation of Section 8(a)(1)(5) of the Act. Actually, the alleged violation is the failure to utilize seniority in choosing which of the WSI employees it would hire. The Union contract with WSI provides that layoffs and the assignment of "available work" will be determined on the basis of classification seniority. The Respondent did not select employees for employment based upon seniority. The issue is whether it was obligated to do so.

As the Respondent, in its Answer, admits that it is a successor to WSI, the real issue is whether it is a "perfectly clear" successor to WSI as is also alleged in the Complaint. In *NLRB v. Burns Intl. Security Services,* 406 U.S. 272, 294–295 (1972), the Court stated:

> Although a successor employer is ordinarily free to set initial terms on which it will hire the employees of a predecessor, there will be instances in which it is perfectly clear that the new employer plans to retain all of the employees in the unit and in which it will be appropriate to have him initially consult with the employees' bargaining representative before he fixes terms.

In *Spruce Up Corp*[3]*.,* 209 NLRB 194, 195 (1974), the Board stated that this "perfectly clear" caveat established by *Burns* should

> [B]e restricted to circumstances in which the new employer has either actively or, by tacit interference, misled employees into believing they would all be retained without change

[3] Counsel for the General Counsel, in his Brief, requests that I overturn the ruling in *Spruce Up,* supra. That issue is for the Board, not me, to determine.

> in their wages, hours, or conditions of employment, or at least to circumstances where the new employer . . . has failed to clearly announce its intent to establish a new set of conditions prior to inviting former employees to accept employment.

See also *Banknote Corp. of America*, 315 NLRB 1041 (1994); *Planned Building Services, Inc.,*318 NLRB 1049 (1995); and *Hilton's Environmental, Inc.*, 320 NLRB 437 (1995).

After it was awarded the contract, the Respondent requested WSI to distribute employment applications to, and arrange a time for interviews for, all employees who were interested in continuing their employment with the Respondent at the Base and on August 6, 7 and 8 the Respondent interviewed all of these incumbent applicants. At the conclusion of these interviews, Sook, Gustafson and Watson told the applicants that they would be hearing from the Respondent shortly as to whether they would be offered employment. Some of those interviewed were at the top of the seniority lists and a rejection of their applicant would violate the WSI contract's seniority provision. Washington, at her interview, asked if they would be hiring by seniority; she testified that he responded that they didn't know at the time, but that they would be looking at qualifications. Gustafson testified that he told her that seniority would not be used because they were hiring fewer people than had been employed by WSI. Although I do not believe that it makes much difference in the outcome of this matter, I would credit Gustafson; the emails between he and Minton regarding Minton's insistence on him signing the interim agreement establishes that he was knowledgeable about the law and it would be reasonable and prudent for him to tell applicants, who asked, that they would not be hiring by seniority. For the same reason, I would credit Gustafson's testimony that, when asked, he told Minton that they would not be hiring by seniority. Clearly, he would not try to hide this fact from Minton; he would have no reason to do so. The two requirements of "perfectly clear" are missing: the Respondent told Minton that they would not be hiring all the employees and told the applicants that they would hear shortly from the Respondent as to whether they would be hired. It was therefore not "perfectly clear" that the Respondent intended to hire all of the WSI unit employees as required by *Burns*; in fact, they sent employment offer letters to two-thirds of the WSI employees. In addition, Gustafson told Minton and Washington that seniority would not be used in deciding whom to employ, and told the applicants that they would hear from the company shortly as to whether they would be offered employment, which, at the least, is an inference to the applicants that, at least at that time, it was not going to adopt the terms and conditions of the WSI contract. I therefore find that the Respondent is not a perfectly clear successor and that the Respondent did not violate Section 8(a)(1)(5) of the Act by its refusal to use seniority in determining whom to employ in August. *Paragon Systems, Inc.*, 362 NLRB No. 166 (2015).

It is further alleged that by failing and refusing to provide the Union with the information that it requested on about September 15, the Respondent violated Section 8(a)(1)(5) of the Act. The requested information relates to the Respondent's bid submitted to the government, and other information that may have been used by the Respondent in determining which employees it would hire. Shortly before requesting this information, the Union had filed grievances on behalf of the employees alleging that the Respondent violated the contract by selecting employees for hire in violation of the contract's seniority provisions. Respondent's principal reason for not providing the Union with this information, as testified to by Gustafson, is: "I did not consider them part of the bargaining unit because they were never hired or employed . . . by Data Monitor."

Section 8(a)(1)(5) of the Act requires an employer to furnish the union representing its employees with information that is relevant to the union in the performance of its collective bargaining responsibilities, either in the administration of the existing contract, or in formulating proposals for a new contract. *Detroit Edison Co. v. NLRB*, 440 U.S. 301, 303 (1979).

Information about terms and conditions of employment of employees in the bargaining unit is presumptively relevant and necessary and must be produced. However, when the union's request concerns information about non-unit employees or operations, there is no such presumption of relevancy to the union's representation status, and the union has the burden of establishing the relevance of the requested information. *Ohio Power Co.*, 216 NLRB 987 (1975), enfd. 531 F.2d 1381 (6th Cir. 1976); *Duquesne Light Co.,* 306 NLRB 1042, 1043 (1992). A union satisfies this burden by demonstrating a reasonable belief supported by objective evidence for requesting the information*, Knappton Maritime Corp.*, 292 NLRB 236, 238–239 (1988), and potential or probable relevance is sufficient to give rise to the employer's obligation to furnish the information. *Shoppers Food Warehouse Corp.,* 315 NLRB 257, 258 (1994).

I find that the requested information is clearly relevant to the Union in processing the grievances and that the Respondent's defense that they are not obligated to provide the information because they never employed the individuals involved has no merit. This defense "begs the question" as the issue alleges that the failure to employ them violates the seniority provisions of the contract. It would be similar to a union arbitrating the discharge of an employee and the employer defending that there is no requirement to provide the information because he/she is no longer employed by the company. I therefore find that by refusing to provide the Union with the information requested on about September 15, the Respondent violated Section 8(a)(1)(5) of the Act.

CONCLUSIONS OF LAW

1. The Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(a)(1)(5) of the Act by refusing to furnish the Union with the information that it requested on about September 15, 2014, which was information relevant to the Union as the collective bargaining representative of certain of its employees.

4. It is recommended that the remaining allegations of the Complaint be dismissed.

REMEDY

Having found that the Respondent violated the Act by refusing to provide the Union with the information that it requested on about September 15, 2014, it is recommended that the Respondent be ordered to provide this information to the Union and to post a notice to this effect.

Upon the foregoing findings of fact, conclusions of law and the entire record, I hereby issue the following recommended[4]

ORDER

[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

Data Monitor Systems, Inc., its officers, agents, successors and assigns, shall

(1) Cease and desist from refusing to provide the Union with the information that it requested on about September 15, 2014, or in any like or related manner interfere with, restrain or coerce its employees in the exercise of the rights guaranteed them by Section 7 of the Act.

(2) Take the following affirmative action designed to effectuate the policies of the Act:

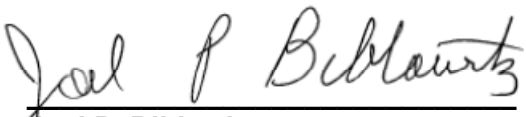
(a) In a timely manner, provide the Union with the information that it requested on September 15, 2014.

(b) Within 14 days after service by the Region, post at its facilities at the Wright Patterson Air Force Base in Dayton, Ohio, copies of the attached notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 1, 2014.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that portions of the Complaint are dismissed insofar as it alleges violations of the Act not specifically found herein.

Dated, Washington, D.C. January 19, 2016



Joel P. Biblowitz
Administrative Law Judge

[5] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT refuse to provide Teamsters Local Union No. 97, General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees ("the Union") with information that is relevant and necessary to it in its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL provide the Union with the information that it requested on September 15, 2014.

DATA MONITOR SYSTEMS, INC.
(Employer)

Dated_____ **By**_____
(Representative) **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

550 Main Street, Federal Office Building, Room 3003
Cincinnati, Ohio 45202–3271
Hours: 8:30 a.m. to 5 p.m.
513–684–3686.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/09-CA-145040 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 513-684–3750.